

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

VICKIE FORBY,

Plaintiff,

v.

**ONE TECHNOLOGIES, LP, ONE
TECHNOLOGIES MANAGEMENT LLC,
and ONE TECHNOLOGIES CAPITAL
LLP,**

Defendants.

Civil No. 3:16-CV-00856-L

**APPENDIX TO DEFENDANTS' MOTION TO COMPEL ARBITRATION, AND
POSITION ON DISCOVERY**

Defendants One Technologies, LP, One Technologies Management LLC, and One Technologies Capital LLP (collectively, "One Technologies" or "Defendants") hereby file this Appendix to Defendants' Motion to Compel Arbitration, and Position on Discovery.

EXHIBIT NO.	DATE	DESCRIPTION	PAGES
1	5-16-19	Second Declaration of Kevin Hain	APP. 01-04
2	7-12-15	Declaration of Kevin Hain with Exhibits A & B thereto	APP. 05-24
3	11-12-21	Third Declaration of Kevin Hain	APP. 25-27
3-A	9-17-21	AAA Complaint filed by Vickie Forby Kimmel	APP. 28-41
3-B	10-18-21	AAA Letter	APP. 42-44
3-C	10-26-21	AAA Letter	APP. 45-47

Dated: November 12, 2021

Respectfully submitted,

By: /s/ Jonathan R. Childers

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ATTORNEYS FOR DEFENDANTS

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the above and foregoing document has been served on all counsel of record via the Court's ECF system November 12, 2021.

/s/ Jonathan R. Childers
Jonathan R. Childers

Exhibit 1

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

VICKIE FORBY, individually and on behalf
of all others similarly situated,

Plaintiff,

v.

**ONE TECHNOLOGIES, LP; ONE
TECHNOLOGIES MANAGEMENT LLC;
and ONE TECHNOLOGIES CAPITAL
LLP,**

Defendants.

Civil Action No. **3:16-cv-00856-L**

SECOND DECLARATION OF KEVIN HAIN

I, KEVIN HAIN, declare:

1. I am making this second declaration based on facts within my own personal knowledge and in support of Defendants' Renewed Motion to Compel Arbitration and Defendants' Motion, in the Alternative, to Strike Plaintiff's Class Allegations. If called upon to do so, I would and could competently testify to the contents of this second declaration.

2. I have been employed with One Technologies, LP ("One Technologies"), a defendant in the above-captioned matter, since July 10, 2009.

3. One Technologies offers consumers access to their credit scores, access to their credit reports, credit-monitoring services, and identity theft and related services, primarily under the ScoreSense brand. Consumers can purchase ScoreSense online through one of One Technologies' websites.

4. I am currently Senior Escalations Administrator for One Technologies and have held that position since July 10, 2009.

5. One Technologies began selling its credit-monitoring services on October 1, 2008. Ever since October 1, 2008, every person who has purchased and used One Technologies' services first had to click a button, as part of the enrollment path, confirming that he or she had agreed to the "Terms and Conditions" that were (and still are) accessible during the enrollment process. This is true for all consumers who clicked through the enrollment path on all ScoreSense websites. Ever since October 1, 2008, it has been impossible for a person to enroll in One Technologies' credit-monitoring services without first agreeing to the Terms and Conditions.

6. From October 1, 2008 through May 16, 2019, the One Technologies Terms and Conditions have always included an arbitration agreement that has had the same material terms (any changes have been clerical, e.g. punctuation or identifying parties by name rather than by category). A true and correct copy of the arbitration agreement that One Technologies has used since October 1, 2008 can be found at Paragraph 23 of Exhibit B to my original Declaration, which was dated July 21, 2015.

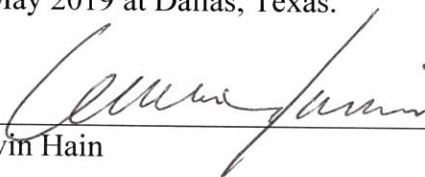
7. There were 319,969 distinct persons and 364,729 total memberships in Illinois whom One Technologies enrolled in their credit monitoring program from October 1, 2008 through April 24, 2015.¹

¹ The count of "distinct persons" is the number of unique individual consumers who enrolled in a One Technologies product. The count of "total memberships" is the number of subscriptions issued in One Technologies products. If a unique individual enrolled, cancelled, and subsequently enrolls again, then for purposes of the counts in this Declaration, those transactions would count as one distinct person but two total memberships.

8. There were 417,972 distinct persons and 503,988 total memberships in Illinois whom One Technologies enrolled in their credit monitoring program from October 1, 2008 through May 9, 2019.

I declare under penalty of perjury under the laws of the State of Texas and the United States that the foregoing is true and correct.

DATED this 16th day of May 2019 at Dallas, Texas.



Kevin Hain

Exhibit 2

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF ILLINOIS**

VICKIE FORBY, individually and)
on behalf of all others similarly situated)
in Illinois,)

Plaintiff,)

v.)

Civil No. 3:15-cv-00757-SMY-PMF

ONE TECHNOLOGIES, LP,)
ONE TECHNOLOGIES)
MANAGEMENT LLC, and)
ONE TECHNOLOGIES CAPITAL LLP,)

Defendants.)

DECLARATION OF KEVIN HAIN

I, KEVIN HAIN, declare:

1. I am making the declaration based on facts within my own personal knowledge and in support of Defendants' Motion to Dismiss the Complaint. If called upon to do so, I would and could competently testify to the contents of this declaration.

2. I have been employed with One Technologies, LP ("One Technologies"), a defendant in the above-captioned matter, since July 10, 2009.

3. One Technologies offers consumers access to their credit scores, access to their credit reports, credit monitoring services, and identity theft and related services, primarily under the ScoreSense brand. Consumers can purchase ScoreSense online through one of One Technologies' websites.

4. I am currently Senior Escalations Administrator for One Technologies and have held that position since July 10, 2009.

5. My primary function as Senior Escalations Administrator is to address customers' product and account concerns if they cannot be resolved by a One Technologies Customer Care representative. To discharge this function, I routinely research and review One Technologies' regularly-kept business records regarding its customers. Among other things, these records identify the website through which the customer signed up for ScoreSense, and the date and time of that transaction.

6. Shortly after One Technologies was served with the Complaint in this matter, I reviewed One Technologies' regularly-kept business records regarding the plaintiff, Vickie Forby. Those records state that Ms. Forby signed up for ScoreSense on July 4, 2014 at 6:34 p.m. Central Time via the website www.scores.easyautolenders.com.

7. Attached as Exhibit A is a true and correct copy of the website that Ms. Forby used to sign up for ScoreSense on July 4, 2014. As explained below, only a few, immaterial aspects of the document contained in Exhibit A appeared differently to Ms. Forby when she enrolled.

8. Exhibit A was taken directly from One Technologies' website repository and represents the website in use across the majority of One Technologies' URLs (including www.scores.easyautolenders.com) at the time Ms. Forby enrolled—July 4, 2014.

9. In the normal course of its business, One Technologies maintains a repository of its websites as they exist at specific points in time. This repository documents each time a change is made to a One Technologies website.

10. In practice, one primary website is hosted on a number of One Technologies' URLs, with very minor variations. Rather than maintain one static copy of the website for each and every URL on which the website appears, One Technologies maintains a single snapshot of

the website that features a few dynamic fields that may vary from URL to URL—for example, the logo on the website may be dynamic to account for the particular URL on which the website is hosted.

11. On January 15, 2014, One Technologies archived a true and correct snapshot of the website that existed at the URL through which Ms. Forby enrolled in ScoreSense. Because this website was hosted on a number of One Technologies' URLs, it has some dynamic fields that either vary from one URL to another, or else update to reflect the current date. With the exception of these dynamic fields, which are specifically identified below, the website that appears at Exhibit A is identical to the one Ms. Forby viewed on July 4, 2014. There were no changes to the website between January 15 and July 4, 2014.

12. The snapshot of the website Ms. Forby encountered is stored in the online repository with the dynamic fields filled in as if the website is hosted on the URL www.freescore360.com. This URL is the default appearance for these dynamic fields for all websites versions not actively in use.

13. The dynamic fields in the website—those fields which would have appeared differently to Ms. Forby—are as follows:

- **Website Logo** — the website logo on each page of Exhibit A is “FreeScore360 Powered by ScoreSense”; when Ms. Forby encountered the website, it appeared with the logo “DriveToday Automotive Financing Group Powered by ScoreSense,” which appeared as follows:



- **Dates** — the website date fields automatically update, such that while the dates in Exhibit A reflect “July 13, 2015” and “© 2015,” Ms. Forby would have seen “July 4, 2014” and “© 2014,” respectively.
- **Name**—the website name field automatically populates with “Ashley” for websites in the repository; Ms. Forby would have seen her own name.

14. While One Technologies could change the website that appears in Exhibit A to reflect exactly the website Ms. Forby used in July 2014—i.e., by substituting the correct logo and changing the dates—to do so would damage the authenticity of the website in Exhibit A. To be clear, the website that appears at Exhibit A was taken directly from One Technologies’ online repository and represents the website in use across the majority of One Technologies’ URLs (including www.scores.easyautolenders.com) at the time Ms. Forby enrolled.

15. I directed that Exhibit A be taken from One Technologies’ online repository on or around July 13, 2015.

16. The Terms and Conditions used by One Technologies do not vary by website or URL, and they have not changed since at least 2013. A true and correct copy of the Terms and Conditions, as they appeared on all websites including www.scores.easyautolenders.com on July 4, 2014, is attached as Exhibit B.

I declare under penalty of perjury under the laws of the State of Texas and the United States that the foregoing is true and correct.

DATED this 21 day of July 2015 at Dallas, Texas.

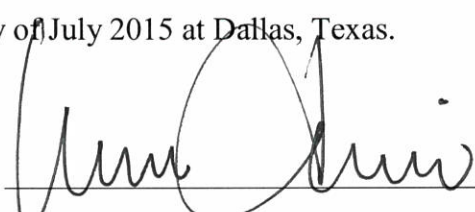

Kevin Hain

EXHIBIT A

Free 7-Day trial when you order your Free Credit Scores. Membership is then just \$29.95 per month until you call to cancel.

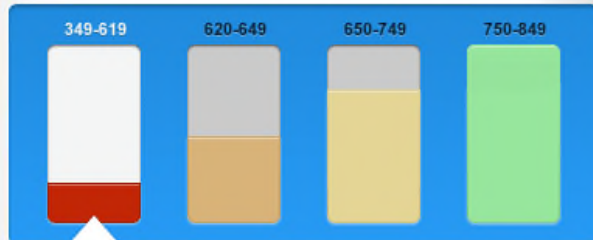


TransUnion Experian



View Your Free Credit Scores as of July 13, 2015

Where Does Your Credit Score Fall?



Poor (349-619)

Nearly 20% of the U.S. population has a credit score under 620. Fall below that and you are likely to be labeled a high risk for a loan or line of credit.

Delivered in Seconds!

First Name:

Last Name:

Email:

Date of Birth:

Month ▼ Day ▼ Year ▼

Your Date of Birth is required to obtain your information.

☒ Yes, please send special offers from ScoreSense and partners to my email.



Get Yours Now



Checking your credit will NOT harm your score!

Why do I need to check my Credit Score?

A good credit score is your passport to competitive interest rates for mortgages, cars, credit card offers, job offers, insurance premiums and more. A strong score is worth money because it saves you in excess costs.



You Will Receive:

- Free Credit Scores
- Daily Credit Monitoring & Alerts
- Your Scores Delivered in Seconds**

YOUR CREDIT SCORES*

780 **792**



CREDIT MONITORING



Experian TransUnion

Step 1. Complete

Step 2. Confirm

Step 3. Verify

Step 4. View



Privacy & Security
PROTECTED

Ashley, please provide your address to begin locating your credit file.

Please take the time to set up your account.

Address:

City:

State:

- Select - ▼

Zip Code:



Create Username & Password

Your Username is:

test@gmail.com

Create your Password:

Verify your Password:

Choose a Secret Question:

What is your mother's middle name? ▼

Answer the Question:

Submit & Continue ▶



SECURE SITE

Will all credit scores be the same, or close?

Not necessarily. Your credit score from each bureau can vary by 100 points or more. And that can be the difference between being approved or denied for the loan you want. You never know which score a lender is going to check.

Should I expect to find errors in my credit profile?

It's likely, according to financial experts and analysts. Your credit report can include errors and inaccuracies that can lower your credit score. As a member of ScoreSense, you'll have access to your credit reports so you can be sure that your credit information is correct.

Tips for creating a secure password

- Do not use names of spouse or children
- Do not use phone numbers
- Do not use your Social Security Number
- Do not use your username as a password
- Do not use words that can be found in a dictionary
- Use numbers in place of letters ("3" instead of "E")



Experian TransUnion

Step 1. Complete

Step 2. Confirm

Step 3. Verify

Step 4. View



Verification Information - All Fields Required

All the information you provide is transmitted over a safe and secure connection.

Social Security Number:

 - -

Date of Birth:

 Month Day Year

By clicking on the "Continue" button below, you agree to the [Offer Details](#), to the [Terms and Conditions](#), acknowledge receipt of our [Privacy Policy](#) and agree to its terms, and confirm your authorization for ScoreSense® to obtain your credit profile from any consumer reporting agency for your own use, to confirm your identity to avoid fraudulent transactions in your name, and to monitor your credit for changes.

Continue



SECURE SITE

Will all credit scores be the same, or close?

Not necessarily. Your credit score from each bureau can vary by 100 points or more. And that can be the difference between being approved or denied for the loan you want. You never know which score a lender is going to check.

Should I expect to find errors in my credit profile?

It's likely, according to financial experts and analysts. Your credit report can include errors and inaccuracies that can lower your credit score. As a member of ScoreSense, you'll have access to your credit reports so you can be sure that your credit information is correct.

Privacy Policy

We understand how important your privacy is to you, so we are committed to assuring your privacy. We use SSL-encryption technology when transferring and receiving consumer data on our and our affiliates' websites to protect your personal information. Additional information on how your personal information is used and disclosed is contained in our complete [Privacy Policy](#).

[Contact Us](#) [Terms and Conditions](#) [Privacy Policy](#)

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ScoreSense® is a trademark of One Technologies, L.P.

One Technologies, L.P. is the proud owner of this website, as well as [ScoreSense.com](#), [FreeScoreOnline.com](#), [FreeScore360.com](#), [NationalCreditReport.com](#), [CheckYourCredit.us](#), [CreditReportCenter.us](#), [CreditScoreCenter.us](#), [CreditScoreOK.net](#), [CreditScoreTracker.net](#), [TripleScores.us](#), [YourCreditScores.co](#), [FS360.co](#), for a complete list of our properties [click here](#).

Identity Theft Insurance underwritten by insurance company subsidiaries or affiliates of American International Group, Inc. The description herein is a summary and intended for informational purposes only and does not include all terms, conditions and exclusions of the policies described. Please refer to the actual policies for terms, conditions, and exclusions of coverage. Coverage may not be available in all jurisdictions. Coverage is not available to residents of New York.



TransUnion Experian

Step 1. Complete

Step 2. Confirm

Step 3. Verify

Step 4. View



ID Verification Questions

In order to keep your personal information safe, please answer the following identity verification questions. When you answer all of the questions correctly, you'll receive full access to your credit score and all the great ScoreSense.com benefits.

Question:

Which of the following is the highest level of education you have completed? If there is not a matched educational level, please select 'NONE OF THE ABOVE'.

Select One:

- ☐ HIGH SCHOOL DIPLOMA
- ☐ SOME COLLEGE
- ☐ BACHELOR DEGREE
- ☐ GRADUATE DEGREE
- ☐ NONE OF THE ABOVE

Question:

Please select the model year of the vehicle you purchased or leased prior to August 2010.

Select One:

- ☐ 1971
- ☐ 1972
- ☐ 1973
- ☐ 1974
- ☐ NONE OF THE ABOVE

Question:

According to our records, you currently own, or have owned within the past year, one of the following vehicles. Please select the vehicle that you purchased or leased prior to August 2010 from the following choices:

Select One:

- ☐ DODGE RAM 2500 PICKUP
- ☐ BMW 3
- ☐ RENAULT GTA
- ☐ GMC CANYON
- ☐ NONE OF THE ABOVE

Question:

From the following list, please select the dollar amount range that contains your monthly auto loan or lease payment for the auto loan you opened around May 2009. If you have not had an auto loan or lease or your payment amount does not fall within any of the ranges, please select 'NONE OF THE ABOVE/DOES NOT APPLY'.

Select One:

- ☐ \$285 - \$384
- ☐ \$385 - \$484
- ☐ \$485 - \$584
- ☐ \$585 - \$684
- ☐ NONE OF THE ABOVE/DOES NOT APPLY



Submit





TransUnion Experian

Step 1. Complete

Step 2. Confirm

Step 3. Verify

Step 4. View

ashley, we're processing your information and will be done shortly.

TransUnion Credit Score ... Processed
Experian Credit Score ... Processed
2-Bureau Credit Report ... Processed
Address Verification ... Processed
Installment Accounts ... Processed
Revolving Accounts ... Processed
Other ... Processed
Credit Bureau Monitoring ... Processed
\$1,000,000 Identity Theft Insurance ... Processed

Information processed...



SECURE SITE

Will all credit scores be the same, or close?

Not necessarily. Your credit score from each bureau can vary by 100 points or more. And that can be the difference between being approved or denied for the loan you want. You never know which score a lender is going to check.

Should I expect to find errors in my credit profile?

It's likely, according to financial experts and analysts. Your credit report can include errors and inaccuracies that can lower your credit score. As a member of ScoreSense, you'll have access to your credit reports so you can be sure that your credit information is correct.

ashley, your identity has been confirmed and your scores are ready!



Verification Information

Tell us which card you would like to use for your \$1.00 refundable processing fee.

I am using a: ☒ Credit Card ☐ Debit Card

Name on Card:

Card Number:



Expiration Date:

Month Year



View Scores



Offer Details

By submitting your secure order you will be immediately charged a \$1 refundable processing fee, be eligible to receive your free credit scores, and begin your trial membership in ScoreSense® credit monitoring. At the end of the 7-day trial period, your credit/debit card will be charged \$29.95 on a monthly basis unless and until you call 1-855-277-3046 to cancel your membership in ScoreSense.

[Contact Us](#) [Terms and Conditions](#) [Privacy Policy](#)

EXHIBIT B

[Print This](#)

Welcome to this website which offers one or more products and services. These products and services are offered at several web addresses or URLs, such as FreeScoreOnline.com, FreeScore360.com, ScoreSense.com, MyCreditHealth.com, CheckMyCreditNow.com, NationalCreditReport.com and others. Those URLs, individually and collectively, are referred to in these Terms and Conditions as the 'Sites.' We use the terms 'you' and 'your' to include any person who accesses the Sites, obtains Materials (defined below), or purchases or acquires any product or service offered on the Sites ('product(s)' and 'service(s)' collectively referred to as the 'Services') for any amount of time. We use the terms 'we', 'us' and 'our' to refer to 2211 Partners (the 'Company'), which operates the Sites; our employees, members, officers, partners, affiliated entities, representatives, attorneys, and agents. The companies that provide the Materials or the Services to us or to you, include but are not necessarily limited to, CoreLogic Credco, LLC ("Credco"), CoreLogic Consumer Services, Inc. ("CLCS"), Equidata, Inc., and TransUnion, LLC (all such companies that provide Materials and Services to you on our behalf are referred to collectively in this Agreement as the 'Providers'). We use the term 'Materials' to mean any data or information about you that we provide to you on any web page, email, text message, instant message, or printed page, including full and partial reports and summary alerts, as full or partial fulfillment of the Services.

1. This is a Binding Agreement

These Terms and Conditions are a binding legal agreement between you and us and govern your access to the Sites and your purchase and use of the Services. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. Your use of the Services may also be subject to Credco's/CLCS's Terms and Conditions. [Click here](#) for a copy of their Terms and Conditions.

2. Important Notice - Your Written Instructions under the Fair Credit Reporting Act

The Materials may include information from your personal credit profile from Experian, Equifax, TransUnion and CoreLogic Credco, LLC. You understand that by submitting your order, you are providing 'written instructions' in accordance with the Fair Credit Reporting Act, as amended ('FCRA'), to the Providers, authorizing the Providers to obtain information from your personal credit profile from Experian, Equifax and TransUnion (collectively, the 'CRA Repositories') and provide such information to you for your own use. You also authorize the Providers to access your personal credit profile from the CRA Repositories to verify your identity and to provide you with credit monitoring, reporting and scoring products.

3. The Services

The Services consist of the products and services described on the Sites, and include but are not limited to all products and services provided on a recurring, subscription basis ("Subscription Services") or as a one-time transaction ("Transactional Services"). You acknowledge and agree that the Company obtains the Materials from the Providers. The Materials are intended to furnish you with information that you may not otherwise have readily available to you, but should not be relied upon for important personal and financial decisions. You should consult your own professional adviser for specific advice tailored to your personal situation. YOU AGREE THAT THE COMPANY AND THE PROVIDERS HAVE NO LIABILITY FOR ANY INFORMATION (ACCURATE OR INACCURATE, COMPLETE OR INCOMPLETE) IN THE MATERIALS OR ANY REPORTS PROVIDED TO YOU AS PART OF THE SERVICES. You further acknowledge and agree that any credit scores provided to you as part of the Services are not FICO scores. Although the Services are available to consumers in all 50 states and Puerto Rico, the Services may not provide data for all locations. If you enroll in a Subscription Service, you must ensure that it provides the information you desire for the location you desire during the applicable free trial period. If it does not, you may cancel such Subscription Service during the free trial period without charge.

4. How To Cancel Your Enrollment in Subscription Services

You may terminate your enrollment in Subscription Services by calling us at the toll free number that appears on the applicable Site and on the emails that you receive from us. If for some reason you do not have access to a phone, you may terminate by writing us at 4447 North Central Expressway, Suite 110 PMB 406, Dallas, TX 75205, and requesting termination. You may not cancel via email to us. We do not provide prorated refunds.

5. Purchases of Transactional Services are Final

Transactional Services typically involve an order process associated with your request to purchase and receive a specific product and/or service, including but not limited to your credit report(s) and credit score(s) from the Providers. We will not issue a refund to you for any Transactional Services which allow you to access your credit report(s) and/or credit score(s) following the completion of your transaction.

6. Our Policy Regarding Children

By using the Sites or purchasing or using the Services, you certify that (a) you are over 18 years of age and old enough to legally enter into a contract in your jurisdiction of residence, and (2) you have the legal capacity and authority to enter into a contract. You must be at least 18 to access or enroll in any of the Services through the Sites. The Sites are not intended for the use of children and we do not intend to collect information about children through the Sites.

7. In order to use the Sites and the Services, You must provide the following information:

- a. You must provide valid debit or credit card payment information at time of enrollment in Subscription Services, or at the time of purchase of Transactional Services. We will verify your debit or credit card information before processing your order, including performing an authorization in an amount up to the stated monthly membership fee for all Subscription Services, and/or all fees associated with the purchase of Transaction Services. The authorization amount may count against your debit or credit limit. For Subscription Services which include a free-trial period, if you do not cancel your free trial within the free trial period, you will be charged at the monthly rate in effect at that time for the Subscription Services for which you enrolled. Your debit or credit card (including, if applicable, as automatically updated by your card provider following expiration or change in account number) will continue to be charged each month at the applicable monthly rate unless and until you cancel the Subscription Services. IF THE SERVICES YOU CHOOSE INCLUDE A FREE-TRIAL PERIOD, YOUR FREE TRIAL PERIOD IS MEASURED IN 24-HOUR DAYS. FOR EXAMPLE, IF YOU SIGN UP FOR A 7-DAY FREE TRIAL PERIOD AT 10:00 A.M. ON MARCH 1, 2010, YOUR FREE TRIAL PERIOD WILL EXPIRE AT 9:59 A.M. ON MARCH 8, 2010.
- b. You may be required to provide your social security number and other personal information, such as previous addresses, employment, and other names, so that your identity can be verified in order to use some Services.
- c. You must provide true, accurate and complete information about yourself as prompted by the applicable form(s) for the Services and, for Subscription Services, to promptly update your information if and when it changes. If you provide any information that is untrue, inaccurate, or incomplete, or we have reason to believe that such information is untrue, inaccurate, or incomplete, we reserve the right to terminate your subscription or void your transaction.

8. Important Information regarding your authorization to charge your credit or debit card

BY SUBMITTING YOUR ORDER, YOU AUTHORIZE US TO CHARGE YOUR CREDIT CARD OR DEBIT YOUR BANK ACCOUNT THE STATED ENROLLMENT OR TRANSACTION AMOUNT AND/OR PROCESSING FEES AND FOR SUBSCRIPTION SERVICES ONLY, THE STATED AMOUNT PER MONTH AFTER YOUR FREE TRIAL HAS EXPIRED. Your enrollment in Subscription Services will continue month-to-month unless and until you cancel or we terminate your enrollment. If you purchase additional Services, they will be billed to the debit or credit card provided to us during enrollment.

9. Privacy Policy

By using any of the Sites or purchasing any of the Services, you agree that we may use and share your personal information in accordance with the terms of our Privacy Policy. Our Privacy Policy can be found by clicking on the Privacy Policy link at the bottom of any page of the Sites. Credco's/CLCS's policy on how your personal information is used and disclosed is contained in Credco's/CLCS's Privacy Policy. [Click here](#) for a copy of Credco's/CLCS's Privacy Policy.

10. Copyright & Trademark Notices.

You acknowledge that the Sites and other forms of communication, including, but not limited to, electronic mail and direct mail, contain information, software, photos, video, text, graphics, music, sounds or other material (collectively, "Content") are protected by copyrights, patents, trademarks, trade secrets, or other proprietary rights, and that these rights are valid and protected in all

forms, media and technologies existing now or hereafter developed. All Content is copyrighted under U.S. copyright laws. The Services names and logos are our service marks. All other service marks and trademarks appearing on the Sites are the trademarks of their respective owners. You may not modify, publish, transmit, participate in the transfer or sale, create derivative works, or in any way exploit any Content in whole or in part.

11. We reserve the right to terminate your subscription

We reserve the right to terminate your membership or access to the Services at any time without notice, for any reason, including but not limited to: (i) breach of these Terms and Conditions by you or anyone using your account, (ii) nonpayment for the Services or expiration of your subscription period, (iii) conduct we believe is harmful to the Services users, the business of the Company or the Company's affiliates, (iv) those reasons otherwise described in these Terms and Conditions, or (v) any other circumstances which we determine, in our sole discretion, merit termination. Any such termination may be without any refund to you of advance payments.

You agree that we will not be liable to you or to any third party for any termination of your membership or termination of your access to the Services.

12. Sending and Receiving Information over the Internet

You understand and agree that no data transmitted over the Internet can be guaranteed to be 100% secure and we cannot guarantee that any personal information you submit or access will be free from unauthorized third party intrusion. You understand and agree that all actions you take in submitting or accessing information through the Sites or the Services are at your own risk and are subject to these Terms and Conditions, including but not limited to the 'DISCLAIMER OF WARRANTIES' and 'LIMITATION OF LIABILITY' Sections set forth below.

13. Your User Name and Password

While enrolling in Subscription Services, you will designate a user name and password. In addition, from time to time we may require you to reset your password. You understand and agree that the user name and password are only granted to the individual accepting these Terms and Conditions. You are responsible for maintaining the confidentiality of your user name and password and are responsible for all activities that occur under your user name and password, whether or not authorized by you. You agree to notify us immediately of any unauthorized use of your user name, password or account or any other breach of security. We will not be liable for any loss or damage arising from your failure to protect your password or account information. In addition, we will not be liable for actions taken by others who access your account.

14. Changes to Prices and Terms and Discontinuance of Service

If you enroll in Subscription Services, you agree to pay all charges at the effective monthly price. If you purchase Transactional Services, you agree to pay the price in effect at the time of such purchase. All prices are exclusive of any taxes, except as required by applicable law. We reserve the right to change prices or to institute new charges for the Services, or any portion thereof, at any time. Price changes and new charges will apply to subsequent subscription periods for current paid subscribers immediately on the effective date of the change and to all new Subscription Services users from such effective date forward. We reserve the right at any time to modify, suspend, or discontinue the Sites and the Services, or any part, version or feature thereof, in our sole discretion without prior notice to you. We will use reasonable efforts to notify you of any such material modifications to or suspensions or discontinuations of the Sites or the Services, including by posting a notice on the applicable Site. We may also, but are not required to, provide you notice by sending an email message to the current email address listed in your subscription. We will not be liable to you or any third party for any modification, suspension or discontinuation of the Sites or the Services, or for any failure to notify you of same. If you have a paid subscription to the Services and we modify, suspend or discontinue the Services due to no action on your part, when applicable, we may provide a pro rata refund of advance payments made.

Your continued use of the Services or of the Sites, or your failure to terminate your subscription, after any such changes, modifications, or charge have been made to the Sites and/or Services, will constitute your acceptance of those changes, modifications, and charges.

15. Prohibited Acts

By using the Sites or the Services, you agree that you will not engage in any conduct that:

- a. interferes with or disrupts the Sites or the Services;
- b. intentionally or unintentionally violates any applicable local, state, national or international law;
- c. could subject the Company or the Providers to any legal liability, whether in tort or otherwise;
- d. would violate or attempt to violate our systems or network security; or
- e. would abuse the Services or the Sites.

In addition, by using the Sites or the Services you agree to comply with all laws, ordinances, rules, regulations, and requirements imposed by applicable governments and regulatory agencies regarding your use of the Services and the Sites. You may not reproduce, duplicate, copy, sell, resell or exploit any part of the Services or the Sites.

16. Our Trademarks, Service Marks, and Trade Dress

You are not authorized to use our trademarks, service marks, or trade dress, and you agree not to display or use them in any manner.

The Sites and the Services are intended for your personal, non-commercial use only.

17. We will Cooperate with Law Enforcement Authorities and the Courts

We have no obligation to monitor your use of the Sites or the Services. You agree, however, that we retain the right to monitor your use of the Sites and the Services and to disclose any information as necessary or appropriate to satisfy any law, regulation or governmental request, to operate the Sites and the Services properly, to ensure your compliance with these Terms and Conditions, and to protect us, our affiliates, the Providers, and the general public.

We reserve the right, and you hereby authorize us, to cooperate with law enforcement authorities, including but not limited to complying with warrants, court orders and subpoenas. We also reserve the right, and you hereby authorize us, to comply with any civil court orders and subpoenas. In addition, if we decide to investigate or resolve possible misuse by you involving the Sites or the Services, you authorize us to disclose to law enforcement or other government officials any information about you in our possession in connection with your use of the Sites or the Services.

We may take the actions described above without giving notice to you.

18. Important Information regarding NeighborhoodScan.com and Family Safety Alerts

You acknowledge and agree as follows:

- a. All of the data and information (the 'Data') provided by NeighborhoodScan.com and Family Safety Alerts is provided by Providers, who in turn obtain it, directly or indirectly, from governmental web sites and other non-government sources;
- b. It is possible that information accessed or obtained through the Sites may not reflect current residences, employment, school attendance, or other information regarding sexual offenders, and you agree that it is incumbent upon you to verify the accuracy of any Data provided to you. You may do so by checking the applicable state governmental website. With regard to someone identified as a sexual offender, you agree that you will contact the responsible state agency and/or the local law enforcement agency where the offender resides, works, or attends school, as applicable, before accepting any such information as valid. If you believe that any portion of the Data is not accurate, you will communicate with the appropriate state agency;
- c. You will not use the Data or information contained in or accessed through this Website to threaten, intimidate, or harass any individual, and if you do, you acknowledge that you may be subject to criminal prosecution or civil liability under federal and/or state law;
- d. You acknowledge and agree that mistakes can and do occur in the Data and in the information gathered from governmental web sites;
- e. The Company provides no guaranty, warranty or representation as to the accuracy, timeliness, or completeness of the Data;
- f. The Providers may cease business operations, file bankruptcy, or cease providing Data to the Company at any time, over which the Company has no control, and for which you agree the Company has no responsibility; and

19. Important Information Regarding ScoreCast, Credit Score Simulator, and Score Tracker

The ScoreCast feature is powered by CreditXpert.

Interactive tools such as the CreditXpert Score and Analysis and the CreditXpert What-If Simulator are made available to you as self-help tools for your independent, personal use. Neither Credco nor CLCS represent or guarantee their accuracy or their applicability to your circumstances, or that they will help you raise your credit score, or establish or re-build good credit, or improve your credit record, credit history or credit rating. You acknowledge and agree to all of the following regarding Credit Score Simulator ('CSS') and Credit Score Tracker ('CST'):

- a. The credit scores provided to you are not FICO scores;
- b. Neither CSS nor CST provide any guaranty of any specific score but are only simulations to demonstrate how certain actions by you might affect your credit score;
- c. Neither CSS nor CST provide any guaranty that any action by you will have any effect on your credit score;
- d. Both CSS and CST show the possible effects of a single variable on your credit score, whereas your actual credit score is determined by factoring in multiple variables simultaneously;
- e. Neither CSS nor CST factor in the recalibration of scoring systems by the entities that create or use the scoring systems; and
- f. Neither CSS nor CST factor in the effect of data discrepancies or changes that may occur to the data used to determine your actual credit score, due to circumstances beyond your control.

20. Important Information Regarding Indemnity

YOU AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS US, OUR PROVIDERS, THE CRA REPOSITORIES AND OUR PROVIDERS', AND THE CRA REPOSITORIES' OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, ATTORNEYS, AFFILIATED ENTITIES, AND REPRESENTATIVES FROM ANY AND ALL CLAIMS, LOSSES, LIABILITIES, DEMANDS, DAMAGES, COSTS AND EXPENSES, INCLUDING REASONABLE ATTORNEYS' FEES, IN ANY WAY ARISING FROM OR RELATED TO (I) A VIOLATION BY YOU OF THESE TERMS AND CONDITIONS, OR (II) ANY ACTIVITY RELATED TO THE USE OR MISUSE OF THE SITES OR THE SERVICES BY YOU OR BY ANY OTHER PERSON ACCESSING THE SITES OR THE SERVICES USING YOUR ACCOUNT. WE AND OUR PROVIDERS RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY INDEMNIFIED MATTER AT YOUR EXPENSE AND DOING SO WILL NOT EXCUSE YOUR INDEMNITY OBLIGATIONS.

21. Important Information Regarding Disclaimer of Warranties and Limitations of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF THE SITES AND THE SERVICES IS AT YOUR SOLE RISK. ALL SERVICES AND MATERIALS (AND THE INFORMATION CONTAINED THEREIN) ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE, OUR PROVIDERS AND THE CRA REPOSITORIES EXPRESSLY DISCLAIM ALL WARRANTIES, GUARANTEES, REPRESENTATIONS AND CONDITIONS OF ANY KIND WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NONINFRINGEMENT, AND INFORMATIONAL CONTENT. THE INFORMATION CONTAINED ON THE SITES OR VIA THE SERVICES, INCLUDING THE MATERIALS, DOES NOT CONSTITUTE LEGAL, TAX, ACCOUNTING OR OTHER PROFESSIONAL ADVICE. WE, OUR PROVIDERS AND THE CRA REPOSITORIES MAKE NO WARRANTY OR REPRESENTATION THAT (I) THE SITES, THE SERVICES (AND THE INFORMATION CONTAINED THEREIN OR TRANSMITTED THEREBY), OR THE MATERIALS ARE ACCURATE, ERROR FREE, COMPLETE OR VALID, (II) THE SERVICES OR THE MATERIALS WILL BE DELIVERED IN A TIMELY FASHION, (III) THE SERVICES OR MATERIALS WILL BE DELIVERED ON AN UNINTERRUPTED BASIS OR BE ERROR-FREE; AND (IV) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SERVICES OR THE MATERIALS WILL BE RELIABLE. THEREFORE, YOU AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICES AND THE MATERIALS IS AT YOUR OWN RISK.

YOU UNDERSTAND AND AGREE THAT WE, OUR PROVIDERS AND THE CRA REPOSITORIES WILL NOT BE LIABLE FOR ANY DIRECT, ACTUAL, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, MULTIPLIED, ADDITIONAL, STATUTORY, OR EXEMPLARY DAMAGES RESULTING FROM OR IN ANY WAY CONNECTED TO YOUR ACCESS TO, USE, OR INABILITY TO USE THE SITES OR THE SERVICES, EVEN IF WE, OUR PROVIDERS OR THE CRA REPOSITORIES HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES, INCLUDING LIABILITY ASSOCIATED WITH ANY VIRUSES THAT MAY INFECT YOUR COMPUTER EQUIPMENT. SOME JURISDICTIONS EITHER DO NOT ALLOW OR PLACE RESTRICTIONS UPON THE EXCLUSION OR LIMITATION OF DAMAGES IN CERTAIN TYPES OF AGREEMENTS; FOR THESE JURISDICTIONS, THE AFOREMENTIONED LIMITATION ON LIABILITY SHALL BE TO THE MAXIMUM DEGREE PERMITTED BY APPLICABLE LAW. IF, NOTWITHSTANDING THE ABOVE, LIABILITY IS IMPOSED UPON THE COMPANY OR ANY PROVIDER OR ANY CRA REPOSITORY, THEN YOU AGREE THAT THE COMPANY'S OR THE APPLICABLE PROVIDER'S OR THE APPLICABLE CRA REPOSITORIES' TOTAL LIABILITY TO YOU FOR ANY OR ALL OF YOUR LOSSES OR INJURIES FROM THE COMPANY'S, OR THE APPLICABLE PROVIDER'S, OR THE APPLICABLE CRA REPOSITORIES' ACTS OR OMISSIONS, REGARDLESS OF THE NATURE OF THE LEGAL OR EQUITABLE CLAIM, SHALL NOT EXCEED THE AMOUNT PAID BY YOU FOR THE SERVICES FOR THE ONE MONTH PRIOR TO THE DATE ON WHICH YOUR CLAIM AROSE, OR U.S. \$30.00, WHICHEVER IS LESS.

22. Applicable Law and Location of any Disputes.

These Terms and Conditions and all issues collateral thereto are governed by, and will be construed in accordance with, the laws of the State of Texas, U.S.A., without regard to its choice of law rules, and regardless of your actual place of residence. This Agreement is to be performed in Dallas, Dallas County, Texas, and any arbitration, suit, action or other legal proceeding arising out of or related to these Terms and Conditions, the Sites, the Materials, or the Services or any issues collateral thereto must be brought in Dallas, Texas. You expressly waive any objection which you may have to the venue of any such arbitration, suit, action or proceeding in Dallas, Texas, and waive any right that you may have to assert forum non conveniens in any such arbitration, suit, action or proceeding.

23. ARBITRATION

YOU UNDERSTAND AND AGREE THAT ALL CLAIMS, DISPUTES OR CONTROVERSIES BETWEEN YOU AND US OR OUR PROVIDERS (INCLUDING OUR RESPECTIVE PARENT, AFFILIATED, SUBSIDIARY OR RELATED ENTITIES), INCLUDING BUT NOT LIMITED TO TORT AND CONTRACT CLAIMS, CLAIMS BASED UPON ANY FEDERAL, STATE OR LOCAL STATUTE, LAW, ORDER, ORDINANCE OR REGULATION, AND THE ISSUE OF ARBITRABILITY, SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION THAT WILL BE HELD IN DALLAS, TEXAS, PURSUANT TO THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION. ANY CONTROVERSY CONCERNING WHETHER A DISPUTE IS ARBITRABLE SHALL BE DETERMINED BY THE ARBITRATOR AND NOT BY ANY COURT. JUDGMENT UPON ANY AWARD RENDERED BY THE ARBITRATOR MAY BE ENTERED BY ANY STATE OR FEDERAL COURT HAVING JURISDICTION THEREOF. THIS ARBITRATION CONTRACT IS MADE PURSUANT TO A TRANSACTION IN INTERSTATE COMMERCE AND ITS INTERPRETATION, APPLICATION, ENFORCEMENT AND PROCEEDINGS HEREUNDER SHALL BE GOVERNED BY THE FEDERAL ARBITRATION ACT ("FAA"). NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE CLAIMS IN ARBITRATION BY OR AGAINST OTHER CONSUMERS OR ARBITRATE ANY CLAIM AS A REPRESENTATIVE OR MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL.

Except where expressly prohibited by law, you agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Sites or the Services or related to these Terms and Conditions, must be filed within one year after such claim or cause of action arose or be forever barred.

24. Offers from Third Parties

While you are on the Sites, you may receive offers from third parties that are unrelated to the Company. You do not have to accept those offers to enroll in any of the Services or to accept the Services. However, if you do accept any third party offers, or visit any websites regarding such offers, you do so subject to the Terms and Conditions (sometimes also referred to as Terms of Use or Terms of Site) and the Privacy Policies of those sites. You acknowledge and agree that the Company has no control over,

25. How we may contact you

We may communicate with and to you by email sent to the email address you provided that you entered on a Site. If you have not provided an email address, we may communicate with you at any email or postal address that we reasonably believe is your address. You agree that all such notices and other communications that we provide to you via email satisfy any legal requirement that such communications be in writing.

26. FCRA Disclosures

YOU UNDERSTAND THAT IT MAY BE A VIOLATION OF FEDERAL AND/OR STATE LAW FOR YOU TO OBTAIN A CREDIT REPORT ON ANY PERSON OTHER THAN YOURSELF, AND THAT UNDER THE FCRA, ANY PERSON WHO KNOWINGLY AND WILLFULLY OBTAINS INFORMATION ON A CONSUMER FROM A CONSUMER REPORTING AGENCY UNDER FALSE PRETENSES SHALL BE FINED UNDER TITLE 18, UNITED STATES CODE, IMPRISONED FOR NOT MORE THAN 2 YEARS, OR BOTH.

The FCRA allows you to obtain a copy of all of the information in your consumer credit file disclosure from consumer reporting agencies for a reasonable charge. A full disclosure of information in your file at the three national credit repositories must be obtained directly from the repositories by contacting:

Experian: www.experian.com

Equifax: 1-800-685-1111

Trans Union: 1-800-916-8800

The FCRA also states that individuals are entitled to receive a disclosure directly from the consumer reporting agency free of charge under the following circumstances:

You certify in writing that you are unemployed and intend to apply for employment in the 60-day period beginning on the day you make the certification;

You are a recipient of public welfare assistance;

You have reason to believe that your file at the consumer reporting agency contains inaccurate information due to fraud; or

You have been denied credit, insurance, or employment within the past 60 days as a result of your consumer report.

The FCRA also permits consumers to dispute inaccurate information in their consumer report without charge. Accurate information cannot be changed. You do not have to purchase your consumer report from the Sites to dispute inaccurate or incomplete information in your credit file maintained by the CRA Repositories.

The FCRA allows consumers to get one free comprehensive disclosure of all of the information in their credit file from each of the Repositories once every 12 months through a central source. Georgia residents can receive two disclosures per year. Although comprehensive, the credit reports from each of the Repositories that are available through the Sites may not have the same information as a credit report obtained directly from the Repositories or through the central source. To request your free annual report under the FCRA, you must go to www.annualcreditreport.com, call 877-322-8228, or mail an Annual Credit Report Request Form (obtained from the Federal Trade Commission's website) to Annual Credit Report Request Service, P.O. Box 105281, Atlanta, GA 30348-5281. Credit Reports available through the Sites are not related to the free FCRA disclosure that you are or may be entitled to.

The Credit Report you are requesting from the Company through the Sites is not intended to constitute the disclosure of Experian, Equifax or Trans Union information required by the FCRA or similar state laws.

Consumers residing in the states of Colorado, Maine, Maryland, Massachusetts, New Jersey, and Vermont may receive an additional free copy of their credit report once per year and residents of the state of Georgia may receive two (2) additional copies per year. For Illinois residents, credit reporting agencies are required by law to give you a copy of your credit record upon request at no charge or for a nominal fee

[Click here for a full text of your summary of rights](#)

27. NOT A CREDIT REPAIR ORGANIZATION OR CONTRACT

We may offer access to your credit report and other credit information through one or more of the Services. Neither we nor the Providers are credit repair organizations, and neither we nor the Providers are offering to sell, provide or perform any service to you for the express or implied purpose of either improving your credit record, credit history or credit rating or providing advice or assistance to you with regard to improving your credit record, credit history or credit rating. You acknowledge and agree that you are not seeking to purchase, use or access any of the credit reports, the Sites, or the Services in order to do so.

Accurate adverse information in your credit report cannot be changed. If you believe that your credit report contains inaccurate, non-fraudulent information, it is your responsibility to contact the relevant Repository, and follow the appropriate procedures for notifying the Repository that you believe that your credit report contains an inaccuracy. Any information provided to you regarding the procedures followed by the various Repositories related to the removal of inaccurate, non-fraudulent information is provided without charge to you and is available for free.

28. Miscellaneous Terms

These Terms and Conditions constitute the entire agreement between you and us relating to the Sites and the Services and they supersede all prior or contemporaneous oral or written communications, proposals and representations with respect to the Sites and the Services and any other subject matter covered by these Terms and Conditions. Our failure to exercise or enforce any right under or provision of these Terms and Conditions will not constitute a waiver of such right or provision. If any provision of the Terms and Conditions is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the Terms and Conditions will remain in full force and effect. You may not assign these Terms and Conditions or any of your rights or obligations under the Terms and Conditions. These Terms and Conditions may be assigned by us and will inure to the benefit of our successors, assigns, and licensees. The section titles and headings in these Terms and Conditions are for convenience only and have no legal or contractual effect. All of the Company's Providers are third party beneficiaries with respect to the provisions in these Terms and Conditions that reference them. All provisions in these Terms and Conditions that by their nature would survive termination or expiration of your access to the Sites or the Services subscription (including but not limited to those related to limits on our and our Providers' liability, your liability to us and our Providers, investigations, applicable law and venue, and our right to remove and discard your content from the Services) will survive such termination or expiration. In the event of cancelation, termination, or cessation for any reason of your membership in any of the Services, the introductory paragraph of this Agreement, sections 1-4, and 16-28 of these Terms and Conditions will survive. In the event of a conflict between any other notice, policy, disclaimer or other term contained in this website, these Terms and Conditions will control. If any provision is deemed to be unlawful or unenforceable, it will not affect the validity and enforceability of the remaining provisions.

Last Updated: July 23, 2013

Exhibit 3

**IN THE UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

VICKIE FORBY,

Plaintiff,

v.

**ONE TECHNOLOGIES, LP, ONE
TECHNOLOGIES MANAGEMENT LLC,
and ONE TECHNOLOGIES CAPITAL
LLP,**

Defendants.

Civil No. 3:16-CV-00856-L

THIRD DECLARATION OF KEVIN HAIN

I, Kevin Hain, hereby declare and state as follows:

1. My name is Kevin Hain. My business address is 8114 Walnut Hill Ln, Suite 600, Dallas, Texas 75231. I am over 21 years old, of sound mind, and fully competent to make this Declaration. The matters set forth herein are based upon my personal knowledge and are true and correct.

2. I am currently the Senior Escalations Manager for One Technologies. I have been employed with One Technologies since July 10, 2009. In December 2015, Defendant One Technologies, LP converted to a limited liability company and subsequently merged with Defendants One Technologies Management LLC and One Technologies Capital LLP. The combined entity is now One Technologies LLC ("One Technologies"). I am an authorized representative of One Technologies for purposes of making this Declaration.

3. I am familiar with the business dealings of One Technologies, am authorized to affirm the validity of documents for One Technologies, and am familiar with the manner in which One Technologies' records are created and maintained.

4. Attached hereto and incorporated herein as Exhibit 3-A is a true and correct copy of Claimant's Original Claims, filed by Claimant Vickie Forby Kimmel against Respondent One Technologies, LLC with the American Arbitration Association, Case No. 01-21-0016-5576, on September 17, 2021. *See* Ex. 3-A.

5. Attached hereto and incorporated herein as Exhibit 3-B is a true and correct copy of a letter dated October 18, 2021 from the American Arbitration Association to Stuart L. Cochran, Esq. and CSC-Lawyers Incorporating Service referencing Case Number 01-21-0016-5576, Vickie Forby Kimmel -vs- One Technologies, LLC. *See* Ex. 3-B.

6. Attached hereto and incorporated herein as Exhibit 3-C is a true and correct copy of a letter dated October 26, 2021 from Neil B. Currie, Vice President, the American Arbitration Association to John Greco, One Technologies, LLC. *See* Ex. 3-C.

7. I have reviewed my prior Declarations provided in support of motions in this case, dated May 16, 2019 (“Second Declaration of Kevin Hain”) and July 21, 2015 (“Declaration of Kevin Hain”), respectively. I affirm that the contents of the Second Declaration of Kevin Hain, and also the Declaration of Kevin Hain including the exhibits attached thereto, are true and correct and incorporate them fully herein.

8. Exhibits 3-A, 3-B, and 3-C, and also Exhibits A and B to my Declaration dated July 21, 2015, are records of which I have custody and control and which were made at or near the time of the acts of events indicated thereon, in the regular practice and course of business of One Technologies by someone with knowledge. Further, it was the regular course of business for a representative of One Technologies, or for me, to keep or make the record or to transmit information thereof to be included in such record. The records attached hereto are exact copies of the originals.

I declare under penalty of perjury under the laws of State of Texas and the United States that the foregoing statements of fact are true and correct.

Executed in Dallas, Texas, on November 12, 2021.

DocuSigned by:

Kevin Hain

B03D6C2F82FF4BC...
Kevin Hain

Exhibit 3-A

AAA WebF

▼ Stuart Cochran

 Home My Cases My Tasks Hearings & Conferences
Calendar All Open Invoices File a New Case ▶ Rules/Forms/Fees ClauseBuilder® Tool Education & Training My Profile Information Security
Tips & Trainings **NEW** Sign Out

Home

THANK YOU!

YOUR AAA CASE NUMBER : 01-21-0016-5576

Thank you for choosing American Arbitration Association.
Please print a copy of this page for your record.

Print

Basic Filing Information:

Stuart Cochran
9723874040
stuart@swclaw.com
Arbitration



Complete this form to start arbitration under an arbitration agreement in a contract.

1. Which party is sending in the filing documents? (check one) <input checked="" type="checkbox"/> Consumer <input type="checkbox"/> Business					
2. Briefly explain the dispute: Claimant Vickie Forby Kimmel seeks equitable relief under the Uniform Declaratory Judgments Act pertaining to a purported agreement between herself and Defendant One Technologies, LLC. Specifically, Claimant seeks a declaration regarding One Technologies' status as a "credit repair organization" under the agreement, as defined in the Credit Repair Organizations Act. 15 U.S.C. 1679a(3). +					
3. Specify the amount of money in dispute, if any: \$					
4. State any other relief you are seeking: Attorney Fees <input checked="" type="checkbox"/> Interest <input checked="" type="checkbox"/> Arbitration Costs <input type="checkbox"/> Other; explain:					
5. Identify the requested city and state for the hearing if an in-person hearing is held: Dallas, Texas					
6. Please provide contact information for both the Consumer and the Business. Attach additional sheets or forms as needed.					
Consumer:			Business:		
Name: Vickie Forby Kimmel			Name: One Technologies, LLC		
Address: 2 Dorchester Dr			Address: 8144 Walnut Hill Ln, Ste 600		
City: Belleville	State: IL	Zip Code: 62223	City: Dallas	State: TX	Zip Code: 75231
Telephone: 618-213-7227	Fax:		Telephone: (214) 379-8216	Fax:	
Email Address: vickie2112@yahoo.com			Email Address:		
Consumer's Representative (if known):			Business' Representative (if known):		
Name: Stuart L. Cochran			Name:		
Firm: Steckler Wayne Cochran Cherry PLLC			Firm: Corporation Service Company d/b/a CSC-Lawyers INCO		
Address: 12720 Hillcrest Rd. Suite 1045			Address: 211 East 7th St, Suite 620		
City: Dallas	State: TX	Zip Code: 75230	City: Austin	State: TX	Zip Code: 78701
Telephone: 972-387-4040	Fax: 972-387-4041		Telephone:	Fax:	
Email Address: stuart@swclaw.com			Email Address:		
Date: September 17, 2021					

7. Send a copy of this completed form to the AAA together with:

- A clear, legible copy of the contract containing the parties' agreement to arbitrate disputes;
- The proper filing fee (filing fee information can be found in the Costs of Arbitration section of the Consumer Arbitration Rules); and
- A copy of the court order, if arbitration is court-ordered.

8. Send a copy of the completed form and any attachments to all parties and retain a copy of the form for your records.

To file by mail, send the initial filing documents and the filing fee to: AAA Case Filing Services, 1101 Laurel Oak Road, Suite 100, Voorhees, NJ 08043.
To file online, visit www.adr.org and click on **File or Access Your Case** and follow directions. To avoid the creation of duplicate filings, the AAA requests that the filing documents and payment be submitted together. When filing electronically, no hard copies are required.

Pursuant to Section 1284.3 of the California Code of Civil Procedure, consumers with a gross monthly income of less than 300% of the federal poverty guidelines are entitled to a waiver of arbitration fees and costs, exclusive of arbitrator fees. This law applies to all consumer agreements subject to the California Arbitration Act, and to all consumer arbitrations conducted in California. If you believe that you meet these requirements, you must submit a completed Affidavit for Waiver of Fees, available on our website.

VICKIE FORBY KIMMEL,

Claimant,

VS.

ONE TECHNOLOGIES, LLC,

Respondent.

§
§
§
§
§
§
§
§

IN THE AMERICAN
ARBITRATION ASSOCIATION

Claim No. _____

CLAIMANT'S ORIGINAL CLAIMS

Vickie Forby Kimmel (“**Claimant**”), Claimant in the above-styled and numbered cause, files this Original Claims complaining of One Technologies, LLC (“**Respondent**” or “**One Tech**”) and shows the following:

PARTIES

1. Claimant Vickie Forby Kimmel is an individual residing in St. Clair County, Illinois.
2. Respondent One Technologies, LLC is a Texas limited liability company with its principal place of business located at 8144 Walnut Hill Lane, Suite 600, Dallas, Texas 75231. One Technologies, LLC may be served with process through its registered agent, Corporation Service Company d/b/a CSC – Lawyers INCO, 211 East 7th Street, Suite 620, Austin, Texas 78701.

FACTUAL ALLEGATIONS

I. One Tech’s “Free” Credit Score Offer and Enrollment Scam.

3. From at least 2008 until December 2014, One Tech used deceptive marketing tactics to clandestinely enroll consumers, including Claimant, in various online credit-monitoring programs that One Tech owns and operates.

4. On the more than 50 websites One Tech owns and operates, One Tech offers consumers “free” online access to their credit scores. However, One Tech fails to disclose, or fails

to adequately disclose, that by accessing their “free” score, consumers would be enrolled in One Tech’s negative-option credit monitoring program and would incur a \$29.95 recurring monthly fee. Although some of Respondent’s websites contained statements about the recurring charge, those statements were neither conspicuous nor adequate to inform consumers about the true nature of Respondent’s scheme. Accordingly, Claimant’s and consumers’ impression of Respondent’s websites, advertisements, and marketing practices was that Respondent offered consumers “free” access to their credit scores with no further payment obligation.

5. Consumers, like Claimant, know that credit scores are important because financial institutions use credit scores to determine whether to extend credit to a consumer, and some employers and property owners also use a consumer’s credit score before transacting business with the consumer. One Tech preyed on consumers’ interest in and fear about their credit scores by offering a “free” chance to review their credit scores.

6. One Tech purchased keyword advertising on search engines, such as Google and Bing. As a result, consumers who entered terms such as “free credit report” into the search engine often saw an ad for one or more of One Tech’s websites near the top of the search results, in the sponsored links or ads sections. One Tech’s most prominent online ad stated, “View your latest Credit Scores from All 3 Bureaus in 60 second for \$0!”

7. Once a consumer visited one of One Tech’s websites to view their “free” credit score, they were prompted to enter their credit or debit card information, which One Tech disguised as being “required” to “verify” the consumers’ information. In fact, the NCR landing page stated, “After verification of your identity, your scores are available for secure online delivery in seconds.”

8. Further, immediately above the credit or debit card field was the following

statement, or similar language: “Tell us which card you would like to use for our \$1.00 refundable processing fee,” which led consumers to believe that One Tech needed their debit or credit card information to verify their identity or to charge a \$1.00 fee to process their credit score. Instead, Respondent used Claimant’s and consumers’ information to automatically enroll them in its negative-option credit program, for which they never provided informed consent, did not authorize, and otherwise did not want.

9. Respondent caused millions of dollars in injuries to consumers by enrolling them in its credit-monitoring program. Upon information and belief, more than 200,000 consumers have complained about Respondent’s business practices to their banks, their credit card companies, a law enforcement agency, or the Better Business Bureau.

10. Respondent’s unlawful practices led the FTC and two state Attorneys General to file a complaint against it and other related entities, which resulted in a stipulated settlement enjoining Respondent from these practices and monetary relief in the amount of \$22,000,000.

II. The FTC Action.

11. On November 12, 2014, the Federal Trade Commission and the Attorneys General for the States of Illinois and Ohio filed a complaint against One Tech in the federal district court for the Northern District of California arising out of the allegations complained of herein. *See FTC v. One Techs, LP*, No. 3:14-CV-050660JSC (N.D. Cal. Nov. 21, 2014) (hereinafter, “**Stipulated Order**”) (“The Complaint charges that Respondents participated in deceptive acts or practices in violation of Section 5(a) of the FTC Act . . . Section 4 of ROSCA . . . the Ohio Consumer Sales Practices Act . . . and Section 2 of the Illinois Consumer Fraud Act . . . in the marketing of their credit monitoring programs.”).

12. On November 21, 2014, One Tech and other related entities entered into a Stipulated Order in which they agreed to correct their misleading practices and to pay the sum of \$22,000,000 in compensatory damages. *See FTC v. One Techs, LP*, No. 3:14-CV-050660JSC (N.D. Cal. Nov. 21, 2014) (hereinafter, “**Stipulated Order**”).

III. Claimant’s enrollment in One Tech’s “free” credit score scam.

13. On or about July 7, 2014, Plaintiff was directed to One Tech’s Scoresense.com website, where she was offered a “free” credit report.

14. Claimant entered her credit card information, authorizing One Tech to charge her \$1.00 to verify her identity and/or to obtain her credit report for personal, family, or household use.

15. Claimant did not knowing authorize One Tech to charge her credit card any other amounts or to enroll in her credit monitoring services.

16. Seven days later, One Tech, without authorization, charged Claimant’s credit card \$29.95.

17. On August 12 and September 14, 2014, One Tech again charged Claimant’s credit card \$29.95. Upon realizing One Tech was charging her credit card without authorization, Claimant contacted One Tech at least once by telephone and demanded that One Tech stop making unauthorized charges on her credit card.

18. One Tech still did not stop. On October 14, November 12, and December 15, 2014, One Tech charged Claimant’s credit card repeatedly again despite her demand to stop doing so.

IV. Respondent’s Credit Repair Organization Status

19. The CROA defines a “Credit Repair Organization” as “any person who uses any instrumentality of interstate commerce or the mails to sell, provide, or perform any service, in

return for the payment of money or other valuable consideration, for the express or implied purpose of (i) improving any consumer's credit record, credit history, or credit rating; or (ii) providing advice or assistance to any consumer with regard to any activity or service described in clause (i)." 15 U.S.C. § 1679a(3).

20. In 2008, Respondent launched MyCreditHealth, a service that monitors consumers' credit reports for fraudulent activity and provides access to their credit score. In early 2010, Respondent launched ScoreSense, a service substantially similar to MyCreditHealth. Since then, Respondent has launched other similar services it offers on its websites including ScoreTracker. (MyCreditHealth, ScoreSense, and ScoreTracker are collectively referred to as the "**Credit Repair Services**"). Respondent's Credit Repair Services ScoreTracker and ScoreCast were advertised and marketed on the NCR website in 2013.

21. In connection with Respondent's Credit Repair Services, Respondent advertised "Credit Specialists" who would "help you make sense of your credit, pinpoint the factors most affecting your scores and understand why."

22. Respondent also advertised tools to help consumers "detect and correct score-lowering credit errors," including a Dispute Center that provides "a step-by-step guide for navigating the process with all three bureaus to file a credit dispute."

23. Respondent also advertised "Daily Credit Report Monitoring" that would detect and "minimize the damage that reporting errors, delinquent payments and account fraud can do to your credit score."

24. ScoreTracker was advertised and marketed to Claimant and consumers as a "self-help tool" to "track your progress from month to month to help you reach your credit goals."

Respondent advertised ScoreCast as a “score simulator that shows how your score may change after you take a certain action.”

25. Respondent’s Credit Repair Services were sold, performed, and provided by Respondent, using an instrumentality of interstate commerce (the Internet), in return for the \$29.95/month fee it charged Claimant and consumers under its fraudulent and unlawful negative-option credit-monitoring program.

26. Furthermore, Respondent sold, performed, and provided its Credit Repair Services for the express or implied purpose of improving Claimant’s and consumers’ credit records, credit histories, or credit ratings.

27. The Credit Specialists, provided by Respondent, pinpoint the factors most affecting consumers’ credit scores and helps them understand why. Thus, the express or implied purpose of the Credit Specialists were to improve consumers’ credit records, credit histories, or credit ratings by “pinpoint[ing]” factors negatively impacting those records, histories, and ratings and providing consumers with the information and steps necessary to remove those factors with negative impacts. Removing factors that negatively impact a credit score would immediately improve a consumers’ credit record, credit history, or credit rating, and Respondent advertises that it provides, sells, and performs that service. The Credit Specialists also constitute advice and assistance in improving consumers’ credit in providing, selling, and performing that service.

28. Respondent also claims that its Credit Repair Services “detect and correct score-lowering errors,” and that its Dispute Center provides a guide “for navigating [the credit dispute] process with all three bureaus,” also have the express or implied purpose of improving consumers’ credit records, credit histories, or credit ratings. Detecting and correcting score-lowering errors would immediately improve a consumers’ credit record, credit history, or credit rating.

Respondent's Dispute Center also constitutes advice and assistance in improving a consumers' credit in providing, selling, and performing that service.

29. Respondent's "Daily Credit Report Monitoring," which detects and minimizes the damage to consumers' credit scores, credit histories, and credit ratings, also has the express or implied purpose of improving consumers' credit, and otherwise constitutes advice or assistance in improving a consumers' credit.

30. Finally, ScoreTracker is advertised to consumers as a tool to help them reach their credit goals. Consumers' credit goals expressly or implied means improving one's credit score, credit rating, or credit history, and ScoreTracker constitutes Respondent's advice or assistance in achieving those goals. Respondent's ScoreCast service has the express or implied purpose of improving consumers' credit ratings, credit histories, or credit scores as it shows how a consumers' credit can be improved by taking certain actions. ScoreCast also constitutes Respondent's advice or assistance in improving consumers' credit.

31. Therefore, Respondent uses the Internet to sell, provide, and perform services, in return for the \$29.95 monthly charge to consumers, for the express or implied purpose of (i) improving consumers' credit scores, credit histories, and credit ratings and (2) provides advice or assistance in improving consumers' credit. *See* 15 U.S.C. § 1679a(3). Respondent is a "credit repair organization" under the CROA. *See, e.g., Hillis v. Equifax Consumer Servs., Inc.*, 237 F.R.D. 491, 509 (N.D. Ga. 2006) (Sellers offered a "service," rather than offering a product, subjecting them to the CROA as a credit repair organization when they furnished buyers with credit report, credit score, analysis of factors considered in determining score, and a simulator showing how a buyers' actions could affect the score.).

32. Despite One Tech's status as a credit repair organization, it attempts to disclaim its status as such in its Terms and Conditions.

RELIEF SOUGHT

**Uniform Declaratory Judgments Act,
Texas Civil Practice and Remedies Code Chapter 37, *et seq.***

I. One Tech's status as a credit repair organization under the Terms and Conditions.

33. The foregoing paragraphs are incorporated by reference as if set forth herein verbatim.

34. Claimant seeks equitable relief under the Uniform Declaratory Judgments Act ("UDJA") to first obtain a declaration that One Tech is a credit repair organization under the Terms and Conditions.

35. Claimant is a person interested under a written contract or other writings constituting a contract, the Terms and Conditions, and his rights are affected by the Terms and Conditions. *See* TEX. CIV. PRAC. & REM. CODE § 37.004(a).

36. Claimant is therefore entitled to a declaration of One Tech's status as a credit repair organization, whether or not further relief is or could be claimed. *Id.*; *see id.* at § 37.003(a).

37. For the reasons stated above, the panel should declare that One Tech is a credit repair organization due to its Credit Repair Services and in accordance with the plain language of the CROA. *Supra* ¶¶ 17-30.

II. Because One Tech is a credit repair organization, the Terms and Conditions shall be treated as void, and may not be enforced by any court or person.

38. The foregoing paragraphs are incorporated by reference as if set forth herein verbatim.

39. Claimant also seeks equitable relief under the UDJA to obtain a declaration that the Terms and Conditions are void and may not be enforced by any court or person.

40. The Credit Repair Services provided by One Tech render it a credit repair organization under the CROA. *Id.*

41. The CROA imposes strict requirements on contracts between credit repair organizations, like One Tech, and consumers. *See* 15 U.S.C. §§ 1679c(a), 1679e(a)-(b), and § 1679f(b).

42. First, Credit repair organizations are required to provide consumers with a prescribed, written statement before any contract or agreement between the consumer and the credit repair organization is executed. *Id.* at § 1679c(a). The CROA requires the statement to be provided to the consumer as a document separate and apart from any written contract or other agreement between the credit repair organization and the consumer or any other written material provided to the consumer. *Id.* at § 1679c(b).

43. Despite One Tech's status as a credit repair organization and its obligations under the CROA, One Tech never provided such statement to Claimant prior to the execution of the Terms and Conditions.

44. Second, the CROA requires credit repair organizations to provide the consumer with a right to cancel any contract with the credit repair organization, without penalty, at any time before midnight of the third business day which begins after the date on which the contract or agreement between the consumer and the credit repair organization is executed. *Id.* at § 1679e(a).

The CROA further requires the contract to be accompanied by a notice of the consumer's right to cancel the contract and to contain the written statement identified in the statute. *Id.* at § 1679e(b).

45. Despite One Tech's status a credit repair organization and its obligations under the CROA, One Tech never provided Claimant the requisite notice of his right to cancel the Terms and Conditions set forth in the statute.

46. Finally, the CROA prohibits a credit repair organization, like One Tech, from attempting to obtain a waiver of the protections afforded under the CROA, and any such attempt constitutes a violation of the CROA. *Id.* at § 1679f(b). Paragraph 27 of the Terms and Conditions seeks to disclaim its status as a credit repair organization and, consequently, Claimant's rights afforded under the CROA.

47. The Terms and Conditions waive Claimant's protections provided by the CROA and does not comply with the applicable provisions of the CROA. Therefore, both the waiver of Claimant's rights and the Terms and Conditions failure to comply with the CROA "shall be treated as void; and . . . may not be enforced by any Federal or State court or any other person." *Id.* at §§ 1679f(a), (c).

48. The panel should therefore declare that the Terms and Conditions are void and unenforceable and any waiver of the protections afforded to Claimant by the CROA are void and unenforceable.

Dated: September 17, 2021

Respectfully submitted,

/s/ Stuart L. Cochran

Stuart L. Cochran

Texas Bar No. 24027936

Blake E. Mattingly

Texas Bar No. 24104229

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CERTIFICATE OF SERVICE

I hereby certify that on September 17, 2021, I served a copy of this Original Claim on Respondent.

/s/ Stuart L. Cochran
Stuart L. Cochran

Exhibit 3-B



AMERICAN
ARBITRATION
ASSOCIATION®

INTERNATIONAL CENTRE
FOR DISPUTE RESOLUTION®

1101 Laurel Oak Road
Voorhees, NJ 08043

October 18, 2021

Stuart L. Cochran, Esq.
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CSC-Lawyers Incorporating Service
211 East 7th Street Suite 620
Austin, TX 78701-3218
Via Mail

Case Number: 01-21-0016-5576

Vickie Forby Kimmel
-vs-
One Technologies, LLC

Dear Parties:

Claimant has filed with us a demand for arbitration. We note that the arbitration clause provides for arbitration by the American Arbitration Association (“AAA”).

Prior to the filing of this arbitration, One Technologies, LLC failed to comply with the AAA’s policies regarding consumer claims, set forth in the Consumer Due Process Protocol (“Protocol”) and the Consumer Arbitration Rules (“Consumer Rules”), including the Costs of Arbitration, which can be found on our web site, www.adr.org. Accordingly, we must decline to administer this claim and any other claims between One Technologies, LLC and its consumers at this time. Please note that, for cases proceeding under the Consumer Rules, the AAA reviews the relevant arbitration agreement for material compliance with the Protocol and the Consumer Rules. The AAA’s review is administrative; it is not an opinion on whether the arbitration agreement, the contract, or any part of the contract is legally enforceable, nor is it a determination regarding the arbitrability of the dispute.

We have administratively closed our file and will refund any payment received by the filing party. According to R-1(d) of the Consumer Rules, should the AAA decline to administer an arbitration, either party may choose to submit its dispute to the appropriate court for resolution.

If you believe we have declined this matter in error, please email ConsumerFiling@adr.org.

Pursuant to the AAA’s current policy, in the normal course of our administration, the AAA may maintain certain electronic case documents in our electronic records system. Such electronic documents may not constitute a complete case file. Other than certain types of electronic case documents that the AAA maintains indefinitely, electronic case documents will be destroyed 3 months after the date of this letter.

If One Technologies, LLC advises the AAA in the future of its intention to comply with the AAA’s Consumer Rules and Protocol and, if applicable, resolves any outstanding payment obligations, the AAA may consider at its sole discretion, accepting newly filed consumer cases going forward. Therefore, if One Technologies, LLC wishes for the AAA to consider accepting consumer disputes going forward, One Technologies, LLC must, at a

minimum, register its clause on the Consumer Clause Registry on our website, www.adr.org/clauseregistry. Upon completion of the registration process and confirmation from the AAA that One Technologies, LLC is now active on the Consumer Clause Registry, One Technologies, LLC is responsible for informing all parties that Claimant may re-file their claim.

Sincerely,

Consumer Filing Team
ConsumerFiling@adr.org
Fax: (877) 304-8457

cc:
Blake E. Mattingly, Esq.

Exhibit 3-C



AMERICAN ARBITRATION ASSOCIATION®

Neil B. Currie
VICE PRESIDENT

725 S. Figueroa St., Ste. 400
Los Angeles, CA 90017

T 213 622 6358

E CurrieN@adr.org

adr.org

October 26, 2021

Sent Via Email Only

John Greco
One Technologies, LLC
8144 Walnut Hill Lane, Suite 600
Dallas, TX 75231

Re: One Technologies, LLC

Dear Mr. Greco,

Thank you for registering the One Technologies, LLC consumer arbitration clause through the AAA's Consumer Clause Registry.

Beginning September 1, 2014, it is the policy of the American Arbitration Association ("AAA") to administer consumer disputes in accordance with the *Consumer Arbitration Rules (Consumer Rules)* and the *Consumer Due Process Protocol (Protocol)*. These documents may be found on our web site at www.adr.org. In order to determine if the arbitration agreement substantially and materially complies with the due process standards of the *Consumer Due Process Protocol*, **the AAA reviews the parties' arbitration clause only**, and not the entire contract. The AAA's review of the arbitration clause is only an administrative review to determine whether the clause complies with the AAA's minimum due process standards in consumer arbitrations. However, the AAA's review is not an opinion on whether the arbitration agreement, the contract, or any part of the contract is legally enforceable.

Based upon the administrative review of the One Technologies, LLC consumer arbitration clause and the waiver, under current AAA policy, the AAA is prepared to administer consumer-related disputes filed pursuant to this clause. One Technologies, LLC, its consumer arbitration clause, and the waiver will be included on the Consumer Clause Registry. The AAA's willingness to administer disputes under One Technologies, LLC consumer arbitration clause and waiver is contingent upon One Technologies, LLC continued willingness to have all present and future consumer related-disputes that are handled by the AAA administered in accordance with the Consumer Rules and the Protocol. The AAA reserves the right to decline administration in the future if One Technologies, LLC deviates from the *Consumer Rules* and/or *Protocol* or does not comply with the "Consumer Clause Registry Terms and Conditions."

The AAA will send future Registry annual fee notices to the contact provided by One Technologies, LLC. The business should immediately notify the AAA at consumerreview@adr.org of any contact changes. Failure to notify the AAA of an internal contact may result in removal from the Registry.



AMERICAN ARBITRATION ASSOCIATION®

Note that this willingness to accept consumer claims does not extend to those cases covered by the AAA's moratorium on accepting consumer debt collection arbitration cases. Information on the moratorium is available on our web site, here:

[https://www.adr.org/sites/default/files/document_repository/Notice%20on%20Consumer%20Debt%20Collection%20Arbitrations%20\(1\).pdf](https://www.adr.org/sites/default/files/document_repository/Notice%20on%20Consumer%20Debt%20Collection%20Arbitrations%20(1).pdf)

This letter is not a contract, promise and/or agreement to provide any services pursuant to the One Technologies, LLC consumer arbitration clause and waiver and should not be construed as an opinion or assurance of the legal enforceability of the arbitration agreements. The AAA further reserves the right to decline administration of cases under the One Technologies, LLC arbitration agreements and waiver in the future due to changes in the state of existing law and/or changes in AAA policies, rules and procedures.

Very truly yours,

Neil B. Currie

Neil B. Currie
Vice President